

1884-012

Lee Co.

Chancery Causes:

Catherine Ewing vs. Hiram C. Wierman  
John W. Johnston vs. Hiram C. Wierman  
Adm. of William S. Ely vs. Hiram C. Wierman  
Reese D. Flanary vs. Hiram C. Wierman &c

Campbell, Hamblen, Orr, Lane, Pridemore, Bales, Penn, Shultz,  
Brown, Dickinson, McClung, Cowan, Rhea, Thomas, Martin,  
Cowan & McClung &c], Surgener, Hagan, Bales, Hamblin

CA-Debt

T-Property

-Deed



To the Hon John A Kelley Judge of  
the Circuit Court of Lee County Va.  
Your Brother testifies in writing  
respectfully states that at the  
November term 1872 of the County  
Court of said County a Judgment  
was obtained in the name of Robert  
M. Bots surviving obligee of himself  
and Stephen Bots against William  
C. Wieman for the sum of \$121.00  
with interest thereon from the 22<sup>nd</sup>  
of May 1853 till paid and the costs  
which amounted to \$7.58. Subject to  
the following credits to wit \$50. paid  
Nov 11<sup>th</sup> 1853. \$32 paid — 1865  
\$102 paid — Decr. 1870 - A transcript  
whereof will be filed with this  
bill together with a.

Upon this Judgment an execution was  
issued and has been returned "no  
property". And the same remains wholly  
unpaid. - Your Brother states that  
the said Wieman owns a valuable  
tract of land whereon he resides situated  
in said County. One or two years rent of  
which would be sufficient to pay the  
said Judgment. This land however  
was deemed to be rented out to pay a debt



due from the said Wieman to Aaron  
McClung & Co And at the writing  
the said Wieman himself became  
the lessee and he with Mrs S Martin  
security executed a bond for the entire  
amount of the debt due to the said  
Aaron McClung & Co  
Jury Order & Co that some one or two  
years worth of said land owned by the  
said Wieman would be quite sufficient  
to satisfy the debt due to the said  
firm of Aaron McClung & Co. And she is  
advised that she has the right to subject  
the said land to the payment of the  
said judgment which is a lien thereon,  
and any interest which the said Wieman  
has therein either as owner in fee after  
the expiration of the time for which  
it was rented or his interest as lessee  
may be equally made liable for  
the payment of Jury Order's judgment.  
And to obtain payment of her said  
judgment out of said land is the  
object of this bill. Her prayer therefore  
is that the said Wieman & Wieman  
be made a defendant to this bill  
and answer as to the allegations.



herein made. And upon a hearing such  
relief be granted to your brother & us  
to effect the collection of his said  
Judgment as may seem to the Court  
most with equity and grant general  
relief

Walter P. Bidwell



to 7.19 to June 1877.  
at 15.00  
\$ 5.00

\$ 22.69  
Estimated 8.00  
30.69

Sold to. 1.80 to June 1879  
" to. 2.92 " Mar 1881.

354

H. P.

Leathrine Curry

P. { Bill ch

Hiram C. Wieman

1874 June Bill Filed, Sp. Exacts.  
+ Decree nisi.

" July Decree nisi Contd. & Contd.

" Aug set for hearing by Plff.

" Aug Term decree to rent & Contd.

" Nov Contd.

1875 Nov. Aug & Nov Contd.

1876 Nov. Aug & Nov Contd.

1877. Contd this year.

1878. Contd " "

1879. Contd " "

1880. Contd " "

1881. Mr. Contd Aug. Contd.

1882 Contd this year

1883. Contd this year.

1884. Mr. Decree final

Chas. 187. 5



To the Hon John A Kelly Judge of the  
Circuit Court of Lee County

Your brother John W Johnston surviving  
Judgment creditor of himself and Joseph T  
Campbell humbly complaining represents  
that at the term 1875 of

this Honorable Court a judgment was  
rendered in favor of your brother  
and the said Jos. T. Campbell who  
has since dec'd against William &  
Winnan for the sum of \$100.00

with legal interest thereon from the  
13<sup>th</sup> day of October 1859 till paid  
and the costs which amounted to  
\$7.00

A transcript whereof is herewith  
filed marked A. and prayed to be  
considered herewith. An execution  
was issued on this judgment and  
has been returned no property, and  
the same yet remains wholly  
unpaid. Your brother states  
that the said William and  
Winnan are the owners and  
said County which are occupied  
by him the rents and profits whereof  
will pay this judgment within less  
than five years, and to enforce  
payment by the renting of said land



It a Sole thing as may may appear  
proper is the object of this suit.

His prayer is that Siram to Wiman  
be made dependent by this bill  
and answer the same in costs.

That on a hearing suit decree be  
rendered as may seem most adopted  
to effect the object of this suit,  
and grant general relief.

May Summons issue &c.

Layan & Richman



213  
Jno W. Johnston Surbr

vs { Bill

H. C. Worman

Exhibit filed

1877 July, Bill Filed, Sp. Excepts.  
+ Decree nisi.

" Aug. Decree nisi Contd. + sur  
for hearing by Pltff.

" Aug. Decree + Contd.

" Nov. Contd.

1878 Mar. Decree + Contd.

" Aug. " "

" Nov. Contd. " "

1879. Mar. Aug. Nov. Contd.

1880. Mar. + Aug. Contd.

1881. Mar. Contd. Aug. Contd.

1884. March Reconciled

L 4.83 L 3.89

L 15.00 to Mr 1881

\$ .50

\$ 20.33

8.00

\$ 28.23

Ch 181

Ch 181. C



To the Honorable John A. Kelly Judge of the circuit Court of Lee County.

Your orator Charles L. Hamblin administrator of the estate of Wm S. Ely deceased, respectfully represents, that at the term of this Honorable

your orator recovered as admr. as aforesaid a judgement against one Hiram E. Wireman of this County for the sum of \$127.31. with legal interest thereon from the 13<sup>th</sup> day of November 1859. Upon this judgement an execution issued, and was placed in the hands of Thomas S. Brown deputy sheriff of said County for collection, and was made returnable to the November rules 1873. and was returned by said deputy "no property found" a copy of which said ~~fi fa~~ marked ~~A~~ will be found filed with this bill and is prayed to be considered as part of this ~~bill~~ ~~case~~. Upon this judgement your orator obtained \$9.60 for his costs, this judgement nor any part thereof has ever been paid to your orator, but same is now wholly due him.

Your orator as administrator as aforesaid also obtained in the County Court of said County a judgement against the said Wireman for the sum of \$70. with legal interest thereon from the 8<sup>th</sup> day of Nov. 1859. and \$9.60. Cents costs thereon, upon this judgement there also issued a fieri facias, directed &c. and made returnable on the 4<sup>th</sup> day of August 1873, which was also placed in the hands of the said Thomas S. Brown deputy sheriff as aforesaid, for collection and was returned by him entered no property found







Colth to 2nd Jan 1874 5.61  
 10.80  
 3 5.50

Estimated Cash 27.16  
 5.00

Add for calf  
 to Jan 1877. 3.03

add for calf  
 to Jan 1877 1.80

Colth 2.73

HP.  
 Charles L. Lambdin

vs Bill chp.

Liam C. Wieman

Gift 4.00

1873 100 Bells & 100 Bells

1874 100 Bells & 100 Bells

1875 100 Bells & 100 Bells

1876 100 Bells & 100 Bells

1877 100 Bells & 100 Bells

1878 100 Bells & 100 Bells

1879 100 Bells & 100 Bells

1880 100 Bells & 100 Bells

1881 100 Bells & 100 Bells

1882 100 Bells & 100 Bells

1883 100 Bells & 100 Bells

1884 100 Bells & 100 Bells

1885 100 Bells & 100 Bells

1886 100 Bells & 100 Bells

1887 100 Bells & 100 Bells

1888 100 Bells & 100 Bells

1889 100 Bells & 100 Bells

1890 100 Bells & 100 Bells



To the Honorable John A. Kelly, Judge of the Circuit  
Court of Lee County, Virginia:

Your orator Ruel D. Flunary, humbly complaining  
shows unto your honor that on the 31st day of March 1876,  
one Thomas C. Wierman made and executed a deed of Trust  
to the J. Orr, Trustee &c, for a certain tract or parcel of land  
lying and being in Lee County, Va, properly described and  
subscribed and said deed herewith filed marked "A,"  
and which is prayed to be considered herewith. This deed,  
as will be seen upon its inspection, was executed to secure  
James W. Orr in the payment of two notes: One for  
\$77.52, due March 31st 1876, and the other for \$12.63,  
due and dated January 1st 1875. It will appear  
from the assignments enclosed upon said deed  
of Trust that James W. Orr, on the 30th day of June  
1877, assigned and transferred the same to one James  
B. Ely, without any recourse upon him in law or  
equity; and that, on the 3rd of September 1877, the  
said James B. Ely assigned said deed and by his  
order without any recourse upon him in law or  
equity. According to the terms of said deed,  
said two accounts herein and therein secured are  
due and payable and no part of them have been  
discharged or paid or otherwise so to say are authorized



to receive the same. Prior to this conveyance  
made to the 4. Co., Trustee, the said William C.  
Harrison executed four other Bonds of Trust upon  
the same Bonds - as follows: One was executed  
to M. B. S. Sam, Trustee, January 20th 1874, to secure  
Geo. W. S. Martin in the payment of about \$473.65  
and the costs of said; one other was executed to A.  
C. Pridemore, Trustee, on the 20th day of July 1874,  
to secure "Suzanne and Hagar" in the payment of  
\$475 - (due by note of said date) together with the  
costs of said; and one other was executed on  
the 1st day of November 1874 to M. B. S. Sam,  
Trustee, to secure the payment of \$455.00 and the costs  
of said, and one other to ~~Patric Hagan~~ <sup>A. C. Pridemore</sup> Trustee,  
on the 1st day of December 1872 to secure the  
payment of \$436.05 to Patric Hagan Leona. &c.  
A copy of which four deeds is filed herewith and  
marked in the index which they are named  
(G) (D) (E) (F) and prayed to be taken as a  
part of this bill. Your orator is informed and  
believes that a note has been paid upon these  
four Bonds of Trust, but how much he is  
unable to state.

Your orator further represents unto your honor



that it will appear by an examination of the  
copy of the judgments since docketed of San County,  
the filed report made March (9) that before the  
execution of the writs sent to H. A. Orr, Trustee,  
and before the sale, that, six different judgments  
had already been regularly docketed against the  
said H. C. Wierman, which are prior liens and  
must be paid before your orator's claim.  
But your orator has been informed and  
believes that in each of each one of these  
judgments liens have been paid, yet he  
does not know and can not state how  
much has been so paid.

There have been sufficiently described  
in the exhibits herewith filed; and are fertile  
and valuable — and if unincumbered  
would bring about \$2000. But as it  
is your orator's Trustee, H. A. Orr, has  
advertised and tried to sell some the land  
in which he is Trustee, subject to all  
legal and prior liens and has failed  
to get a bid.

Your orator is unwilling in the  
business by the strict rules of common law



The number of which firm are Berg Dickinson, Charles G. McElung,  
 Frank H. McElung, James D. Brown, Matthew McElung, Robert Mc-  
 Elung, and Jacob C. Brown, Merchants and partners doing  
 business under the firm name and style of Brown  
 & McElung & Co.

and deliverable alone in a Court of Equity.

The defendants herein before  
 appear to be being in violation of the same: John W.  
 Johnston, R. M. Bates Suror & for &c, Leonard, McElung  
 & Co. Individual names of firm - Berg Dickinson, Charles G.  
 McElung, Frank H. McElung, James D. Brown, Matthew McElung,  
 Robert McElung, and Jacob C. Brown as Merchants & Partners,  
 J. H. Brown, B. T. Shultz Apts &c and Thomas G.  
 Brown

The prayer of your orator therefore is  
 that H. C. Wilmour, Trust &c, Patrick  
 Hays, Trust &c, M. B. S. Lane, Trust &c  
 and A. S. Richmond, Trust &c, and John W.  
 Johnston Suror &c, <sup>of himself & J. T. Campbell - a suborner</sup> R. M. Bates, Suror &c for Catherine  
 C. Irving, J. H. Brown, B. T. Shultz Apts &c, Thomas  
 G. Brown and Leonard McElung & Co. &  
 and W. S. Martin, C. L. Hamilton adm. of the Estate of  
 W. S. Ely, decd. - V. R. Dugan, W. Hays in his own right  
 as Com &c  
 be made parties to this bill, and that they  
 each be required to answer the same  
 upon their corporal oaths; that an  
 account be taken before some of the  
 Commissioners of this Court and the  
 priorities be ascertained; that the land  
 in this bill mentioned be sold, and the



fund arising from such sale be first  
applied to payments of costs of this suit  
and the expenses of sale, and then applied  
to the payments of the liens and debts  
which may be adjudged against the same  
in this suit and the remainder if  
any to Hiram H. Thurman: That all  
creditors creditors be compelled to  
come into this suit and assert their  
claims against said fund, or be  
forever barred from doing so after  
a final order has been entered in  
this cause and if in any way  
satisfaction in his special prayer  
he prays that your honor extend  
to him general relief and as in duty  
bound he will ever pray.

May Committee 10th of Apr. 1878

William A. Orr  
for Plaintiff.

I, William A. Orr do swear that W. B. D. Lane, ~~John H. Johnston~~

J. H. Lane, B. F. Shutz, Ray Dickinson, Chas. J. McCleung, Frank H.

McCleung, James D. Carwan, Matthew McCleung, Robert M. Orr and  
Jacob L. Thomas are now residents of the State of Virginia, according  
to my information and belief. So help me God. Given under  
my hand this May 27th 1878.

W. A. Orr

Sworn to before me May 27 1878 J. B. Orr Jr. DC



8. J. D. U.



To the Honorable John A. Kelly Judge  
of the Circuit Court of Scott County.

*in the case of Reginald H. Canning against petitioner et al. & petitioners*  
The petitioner of N. C. Wieman  
who humbly complains sheweth to  
your Honor that on the 15<sup>th</sup> March 1879  
there was a report filed by James  
M. Orr a commissioner appointed in this  
case reported the amount of the liens  
existing against said land to be \$2670.<sup>54</sup>  
at the time and since the making said  
report your petitioner has proceeded  
to pay the said liens out upon them  
until the liens existing now do not  
amount to \$414.<sup>00</sup> Your petitioner  
would further shew your Honor  
that the various receipts are not  
now here he never having had  
counsel in the cause and supposing  
that report would show the payments  
made neglected to bring them along  
but he has them and asks to file  
them hereafter. Marked XXX, & prays  
they be so considered, Your petitioner  
would further shew that his land  
will in five years netting pay all  
that is yet unpaid; Your petitioner  
would further shew he is able  
to have the land sold for a



much higher price than the  
<sup>which</sup> was really contemplated by  
W.R. Bole in the written agreement  
filed by him in the cause; Your  
petitioner is advised that the legal  
effect of the written agreement  
binds said W.R. Bole to pay the  
amount reported by Court. On which  
is \$2670<sup>54</sup> which is largely in  
excess of the actual value of the  
land & <sup>your petitioner believes that this case</sup> is so complicated ~~and your~~  
~~petitioner is believed~~ for the purpose  
of taking petitioner land for life  
than it is actually worth, believing  
no doubt that its effect would  
be to pass the title of your  
~~debt, amount unpaid reported in said report~~  
petitioner, title, ~~has been~~ for  
a nominal sum; when the land is  
actually worth \$1000.<sup>00</sup> and  
can be sold for \$800. at any time  
upon the terms of the decree  
The premises <sup>considered</sup> the <sup>of petitioner</sup> prayer  
is said sale he set aside  
the court directed to allow <sup>subsequent report</sup> by  
the actual amount due on  
the debts reported <sup>by Court</sup> & your  
petitioner be allowed full



opportunity to show the truth  
of justice by his petition and  
vindicate his rights in the premises & <sup>for his old age</sup> ~~see~~  
to petition & ~~ask~~ <sup>have</sup> ~~see~~  
in duty per

Wm. H. H. H. H.  
for petition

Sumner to be paid me Aug 25th 1880.  
J. H. H. H. H.



R. L. Flannery

vs } Petition

H. C. Wrennan et al

Filed Aug. 1880.

Jos W Orr. Clk



Catharine Ewing Plff vs H. C. Wieman def.  
 John W Johnston Exor &c Plff vs Same def.  
 Reese D Flanery Plff vs Same Def.  
 C. L. Handlen Admr Plff vs Same Def.

These causes came on again this day to be  
 heard, and it being admitted by the Plaintiffs  
 by their counsel, that the several claims  
 in these causes ~~and the costs~~ have all  
 been ~~fully~~ paid, and that the accrued  
<sup>or additional</sup> costs have been settled during the present  
 term by C. W. Nash Admr of H. C. Wieman  
 deceased, and nothing further remaining  
 to be done in these causes, it is ordered  
 that they be stricken from the docket.



Leathamine Evening  
vs } Order <sup>father's</sup> final

H. C. Wiernman

Entered page 373

D. H. Hyatt  
C. K.

Enter this

J. A. K.

Mar 27 1884.



Virginia, Lee County Circuit Court, Aug. Term 1880.

Rebecca D. Harnery

Plff.

against

H. C. Hiersman et als

Defds.

In Chancery.

On consideration whereof it is adjudged, ordered and decreed, that the report of J. W. Orr heretofore confirmed, showing liens against the lands of said Hiersman be resubmitted to him, and that he make report to court, showing what, and what amounts, of said liens still remain unpaid.

At test.

Teste James W. Orr, Clerk.

### Notice:

On the first day of March, 1881, at my office in Jonesville, I will proceed to execute the above decree, at which time and place all persons interested are required to attend.

James W. Orr, Clerk.  
July 20th 1881.



Recd 2 January  
vs Copy of Deed &  
H. C. Wierman & Co.

Executed by delivering  
a Copy of the within notice  
to Mr R Boulles and  
by giving him one for  
H. C. Wierman  
his Deby 3<sup>d</sup> 1881  
Thos. S. G. & Co.



R. D. Flanagan vs. H. C. Wieman et al. Supr. In Chy.

This cause came on this day to be again heard, on the Papers heretofore read, The report of W. H. Cox, of date of the Court of Just. Wieman to H. R. Bole, the written statement of said Bole, filed in as exhibit "A," the petition of Just. Wieman, and was argued by counsel. On consideration whereof it is adjudged, ordered and decreed that the report of W. H. Cox heretofore confirmed, showing liens against the lands of said Wieman, be recommended to him, and that he make report to Court, showing what, & what amounts, of said liens still remain unpaid.

And it is further ordered that a rule be awarded against plaintiff Rice D. Flanagan and H. R. Bole, pursuant as aforesaid, to show cause, if any they can, why the said Bole should not be required to pay the whole amount now unpaid as liens against said Wieman; or why the said rule should not be set aside & the cause is continued.



9  
Whuman

Entered. page 120.  
F. R. Stickley D.C.

En T

h. 24 X  
Aug 27/50



Russ D. Flannery

vs

} In Chancery

He. L. Wiernum et al

This cause came on this the 4<sup>th</sup> day of Sept. 1878 to be heard upon the Bill and the exhibits filed therewith, and was argued by counsel, and process having been <sup>refused</sup> ~~stayed~~ <sup>all except the non residents debt.</sup> executed upon ~~the defendants in the cause~~ and none of them having answered or appeared to the Bill ~~in any way~~, (except the Executors of Thomas J. Brown <sup>by their attorney, W. A. Orr</sup> who answer that they have no interest in the case) the same is taken for confessed as to all the defendants except the executors of Thomas J. Brown; and the Court doth adjudge, order and decree that James W. Orr, one of the Commissioners of this Court, take and state an account in this cause between the said Heiram L. Wiernum and his creditors, <sup>having been upon the lands in the bill named</sup> that he summon them before him so far as he can, that he <sup>ascertain</sup> ~~report~~ <sup>him</sup> the priorities of claims, and report his action to the next term of this Court; and the cause is continued.



Rece. O. Flannery

vs } Darn

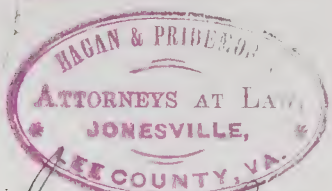
H. C. Hiernum

Entered Page 8

W. H. C. Jr. W.C.

for  
p. 41.  
Sept 4/38





John W. Johnston Sur or { In ch  
vs

H. C. Worman

Catherine Ewing { In ch  
vs  
Same

These causes have come on again this day to be heard on the papers formerly read and report of Thos. S. Ch Sheriff filed Sept 6<sup>th</sup> 1878 and was argued by Counsel. And it appearing by said report that the Sheriff of this county has made repeated efforts to rent Out the lands of the defendant in the bills mentioned to satisfy the decrees against him And although the defendant has had due notice of the action of the Sheriff neither he nor any others would bid a sum sufficient to pay the amount of said decrees and costs for the rents of said lands for the term of five years, And said report being filed more than 30 days and unaccepted to is confirmed. An Consideration whereof it is adjudged ordered and decreed that the Sheriff of this county proceed and sell at the front door of this court house on some court day, the lands in the bill mentioned or so much thereof as may be necessary to pay and satisfy the ~~respective~~ decrees ~~and necessary costs to wit~~ in favor of the first mentioned plaintiff the same being for the sum of \$107.00 with interest on \$100 - paid thereon from the 13<sup>th</sup> of October 1859 till paid and his costs subject to a credit of \$50 - paid March 26<sup>th</sup> 1862. And also to satisfy the decree in favor of the plaintiff Ewing



which is for the sum of \$128.58 with  
 interest on \$121.00 paid therefrom from the 22<sup>nd</sup> of  
 May 1853 till paid and her costs subject to the  
 following credits to wit \$50. paid Nov 11<sup>th</sup> 1853  
 \$3. paid — 1865 & \$10. paid — Decr 1870—

And in addition to the aforesaid sum, he will  
 sell a sufficiency of said lands to pay the  
 expense of sale, + But before sale is made  
 the Sheriff shall post notice on the front  
 door of this Court house and in the neigh-  
 borhood where the land lies, setting forth  
 the time place and terms of sale. he  
 will report his action to this Court and  
 the cause is continued.

+ The sale shall be made on a credit of 1.2 & 3  
 years except as to the costs which shall be required  
 to be paid in hand.

Geo W Johnson for the

Pl. { Accur. for due

H. C. Warner

Geo W Johnson Esq

Do me

Centers Page 476

20th Nov 1870

Encl<sup>d</sup>  
 J. H. H.

Sept 2/78



John W. Thurston Esq

vs

H. L. Wierman

} in l by

Leathum Ewing

vs

Same

} in l by

These causes came on again this day to be heard together on the papers formerly read and report of the S. E. Shiff in the first named cause and was argued by counsel. And it appearing to the Court that there has been a decree in each case ordering a writing of the bond in the bill mentioned for the amounts decreed in favor of the respective plaintiffs. And by the report of Shiff Esq it appears that he has not hitherto succeeded in writing the same. But from the report filed the Court is not informed of its satisfaction why the said bonds have not been writ. Wherefore it is ordered and decreed that the Shiff of this Court again



offer the said lands for not  
to pay and satisfy the claims of  
the respective plaintiffs. He is  
directed to rent said lands on  
some convenient day of the front door  
of the Court house of this County  
of which writing he will post notice  
on the front door of the said  
Court house and in the neighborhood  
where the land lies setting forth  
the time place and terms of  
renting, and he is directed to  
require the rents to be paid at  
the end of the rental year in  
money and for its payment require  
bond with good security but so  
much as may be required to pay  
the costs decreed the respective plaintiffs  
shall be required to be paid in  
hand. He will report his action  
to this Court and the cause  
is continued

Costs \$50.  
J. H. M. Welch

Enter  
J. H. M. Welch  
Apr 24/78



Targuin.

at a circuit Court continued and held for Lee County  
at the Court house thereof, on Thursday the 4th day  
of April 1878.

John H. Johnston Sum. or Off. vs H. C. Hieman Deft. In Chancery.  
Catherine Ewing Off. vs Same Deft. In Chancery.

These causes came on again this day to be heard  
together on the papers formerly read, and report of  
Thomas S. Ely Sheriff in the first named cause and  
was argued by counsel. And it appearing to the Court  
that there has been a decree in each case ordering  
a renting of the lands in the bill mentioned for the  
amounts decreed in favor of the respective plaintiffs  
and by the report of Sheriff Ely it appears that  
he has not heretofore succeeded in renting the same  
rent from the report filed the Court is not informed  
to its satisfaction why the said lands have not been  
rented. Wherefore it is ordered and decreed that  
the Sheriff of this County again offer the said lands  
for rent to pay and satisfy the claims of the respec-  
tive plaintiffs. He is directed to rent said lands  
on some Court day, at the front door of the Court  
House of this County of which renting he will post  
notice on the front door of the said Court house  
and in the neighborhood where the land lies  
setting forth the time place & terms of renting and  
he is directed to require the rent to be paid at the  
end of the rental year in money and for its payment  
require bond with good security but so much  
as may be required to pay the Costs decreed in



respective plaintiffs shall be required to be paid  
in hand. He will report his action to this Court  
and the process continued.

Costs in first case  
 £ 4.83  
 \$ 15.00  
 \$ .50  
 Estimated \$ 8.00  
 \$ 28.33

A Copy

Teste R. H. Orr Jr. D.C.

Costs in 2nd case  
 £ 7.17  
 \$ 15.00  
 \$ .50  
 Estimated \$ 8.00  
 \$ 30.67

Wm. W. Jones & Son Secy

vs

Wm. W. Jones & Son

vs

Wm. W. Jones & Son

vs

Wm. W. Jones & Son

vs

Wm. W. Jones & Son

vs

Wm. W. Jones & Son

For Rent at High County Court

For Sheriff



John W. Johnston su<sup>r</sup> & Off<sup>r</sup> }  
 against } Ind<sup>y</sup>  
 H. C. Wieman } Def<sup>t</sup>

This cause came on this day to be heard  
 on the bill of the <sup>taken for confessed</sup> plaintiff & his bill  
 filed and was argued by counsel

On consideration whereof it is adjudged  
 ordered and decreed that the defend-  
 ant, Hiram C. Wieman pay to the  
 plaintiff <sup>John W. Johnston</sup> \$107.00 with interest  
 on \$100 - 50¢ thereof from the  
 13<sup>th</sup> day of October 1859 till paid  
 and the said def<sup>t</sup> fail to make payment  
 to the plaintiff of the amount  
 herein decreed for 30 days from  
 the rising of the Court. And  
 the Sheriff of this county is directed  
 to rent out the land of the defendant  
 in the bill mentioned for such length  
 of time as may be necessary to  
 satisfy this decree and expense  
 of renting. The Sheriff shall  
 expose said land for rent at the  
 Court door of this Court house  
 on some Court day. Nothing the not  
 payable at the end of the year in



*Dr. W. H. S. S. S.*

A. C. Newman

Quoted page 658.

Jan. 11. Dr. Clerk

Exh  
J. A. K.  
Sept 11/77



Estuaries Survey 1961

Against

Veron L. Williams - Sept

{ In Aug

This cause came on this day to determine upon the bill taken for compound interest. The bill was agreed by counsel on consideration whereof the Court is of opinion and doth so adjudge order & decree that the plaintiff recover from the defendant the sum of \$121.00 and interest thereon from the 22 day of May 1853. and \$7.58 costs at law. Subject to the following conditions, to-wit: \$50. paid Nov. 11<sup>th</sup> 1853. \$25. paid 1865. \$10. paid December 1870, and that the plaintiff recover from the defendant the costs of this suit. And unless the respondent or some one for him pay to the plaintiff in 30 days the said sums then, Charles L. Rankin sheriff is directed to give the land in the bill mentioned for rent for such time as may be necessary to pay the amount due in favor of the plaintiff and upon the term to commence on the 5<sup>th</sup> day of September next - but before he proceeds to rent a copy of this decree will be served on the respondent - and said sheriff shall reimburse the time and place of viewing for 30 days by posting notices in the great hall of the Court House and one in the neighborhood where the land lies. The renting shall take place on the premises if the land is confirmed - or at the same will be paid



in possession of the premises with any growing crop  
thereon on the last day of September 1874.

From the case the said Humbler will take bond with  
sufficient security for the annual rent, and upon  
his return to the court the cause is continued.

Wm. H. Loring

W. H. Loring

Wm. H. Loring

August 27 1874

Entered order Book page  
345.

James H. Loring

Wm. H. Loring

Aug 27 1874

345.



L L Hamblen adm Plff  
against

Hiram L Merriam

Sept 1859

This Cause came on this day to be heard on the bill of the plaintiff exhibits filed and was argued by counsel - And it appearing that the defendant plaintiff as administrator of Wm S Ely dec<sup>d</sup> obtained two Judgments against the defendant one for \$127.31 with interest from the 13<sup>th</sup> November 1859 and costs amounting to \$10.60. - The other Judgment for \$75.00 with interest thereon from the 8<sup>th</sup> day of November 1859 and costs amounting to \$19.02 - An consideration it is adjudged and decreed that the defendant pay to the plaintiff administrator as aforesaid the said sums of money and the costs of this suit and should be paid to do so for three months from this date, then ~~Patrick Henson~~ who is hereby a co-heir of L Hamblen Shff is directed to ~~take into possession~~ the land in the bill mentioned ~~with~~ <sup>offer for rent</sup> the growing crops thereon and rent the same for such length of time as may be necessary to pay the amount decreed in favor of the plaintiff and ~~expense~~ <sup>the term to commence on the 5<sup>th</sup> day of Sept. next.</sup> of renting - but before he proceeds to



execute this decree a copy will first  
 be served on the defendant 30 days  
~~before entry to the taking of the premises~~  
~~by the said Sheriff. He will report~~  
~~his action to the court and the cause~~  
~~is continued~~ defendant: and he, said Hamlin,  
 shall advertise the time, place & terms of leasing for 30 days  
 by posting a notice at the front door of the Court house &  
 another in a public place in the neighborhood of  
 the land & the renting shall take place on the premises.  
 The Tenant lessee, if the leasing is confirmed by the court, will  
 be placed in possession of the premises with any growing  
 crops thereon on the said 5<sup>th</sup> day of Sept. next. From the lease  
 the said Hamlin shall take bond & security for the annual  
 rent reserved & report his proceedings to Court & the cause  
 is continued.

L. L. Hamblin

W. J. Deane

H. C. McQuinn

Entered order Book  
 page 355.

James W. Deane, clk.

Enter this  
 J. A. D.  
 Mar 20/74



Reuben S. Flannery

vs

H. C. Wiernman et al

} In Equity

This cause came on this day to be again heard upon the papers formerly read in the cause and the report of Comm. James W. Orr and was argued by counsel; and it appearing to the Court that the said report has been filed the length of time required by law and the same being un-  
excepted to ~~the~~ it is hereby confirmed. And the Court doth further order adjudge and decree that the parties named in said Commissioner's report receive of H. C. Wiernman the sums of money therein found to be due them and the interest thereon <sup>with interest on the principal</sup> according to the degree of priority therein stated, and that the plaintiff receive of the said H. C. Wiernman the costs of this suit. And unless the said H. C. Wiernman or some one for him pays and satisfies this decree within 30 days from the close of this Court, then it shall be the duty of Wm A. Orr who is hereby appointed a special Commissioner <sup>and who shall sell in lieu of H. B. D. Lane Justice</sup> for the purpose to sell so much of the Real estate in the bill named



as will be necessary to satisfy the  
debt and the expenses of sale,  
at public auction to the highest  
bidder, at the front door of the  
Court house of Lee County, on  
some Court day, on a credit  
of ~~six and twelve months~~ <sup>six and twelve months</sup> ~~times~~  
~~of one and two years~~, except  
the costs of suit and expenses  
of sale, which must be paid  
down, and he shall hither  
forward with good personal security  
as to the deferred payments to  
himself as Court. But he shall  
first advertise the time, place  
and terms of sale for 30 days  
by posting a written notice thereof  
at the front door of said Court  
house and also in the land  
and also at a public place  
in the vicinity of the land.  
He shall report to Court and  
the Court is continued

Thos. D. Flannery

vs } Deen

H. C. Williamson

Entered Page 10.  
R. H. Corbridge

Enter this over

10000



To the Hon. John A. Sully Judge of the Circuit Court of  
Lee County:—

Your undersigned special commissioner in the  
chancery cause of C. L. Hamblin Adm'r vs against —  
H. C. Wierman appeared at the November Term of said  
Court respectfully reports that he has discharged the duties  
imposed upon him as follows: After advertising the time,  
place & terms of leasing for 30 days at the front door of the  
court house of this County and in the neighborhood of the land  
in the bill mentioned I went upon the premises on the 21st  
day of September 1874 and leased to the highest bidder, Wm. S.  
Martin, for the sum of debt interest and costs in the same  
mentioned. Issuing his two notes therefor payable to  
C. L. Hamblin Shff. Adm'r of Wm. S. Ely decd. with  
H. C. Wierman as receipt guaranteeing all promised  
exceptions. This Sept. 21/1874

Respectfully Submitted,  
Chas. L. Hamblin.

Special Commr.



Re. D. F. Hamblin, Adm.

Wm. Hamblin, Adm.

H. C. Kinnear

Filed Nov 13th 1874.

Carroll W. Orr, Clerk.



John W. Johnston surro. Plff }  
Against } Indor  
Heramle. Wherman defft.

The undersigned, being leave to report that in the above styled cause, he advertised according to a decree rendered therein but, owing to, smallness & encumbrances on the property, he could not obtain a single bid - No selling could therefore be made - Your court suggests that a sale will have to be made if the plff gets his debt. All of which is respectfully submitted.

Thomas S. Ealy  
Sheriff & ex-officio Clerk



John W. Johnston  
Turover

vs { Thomas & Ely &  
Refert

H. C. Meriman

Filed March 18 1878.  
E. W. O'Farrell



John W. Johnston dec'd &c. {  
 vs { Hiram & Wieman { in lty  
 Catherine Ewing {  
 vs { Hiram & Wieman { in lty

To the Hon John A. Kelly Judge of the circuit  
 Court of Lee County

Your undersigned has  
 leave to state that in obedience to the  
 decree rendered in these <sup>at the last term</sup> causes, he advertised  
 for rent the lands in the bill mentioned  
 in the manner prescribed by the decree, and  
 he further gave the plaintiff personal notice  
 by parol of the time of renting, and warned him  
 that if the land did not rent for a sufficiency  
 to satisfy these debts and costs within five  
 years, that a decree would be rendered  
 to sell a sufficiency of said land  
 for the satisfaction thereof. And in  
 pursuance of the notice given he  
 offered the said <sup>at the first day of the term</sup> land for rent on the  
 1st day of the <sup>August</sup> term 1878 of the  
 County Court of said County and  
 announced the terms of the renting,  
 and no one would give for the  
 rent of said land for five years a  
 sum sufficient to pay the plaintiffs  
 debt and costs - hence the sum was  
 not rented. And he suggests that a  
 sale should be ordered, August 6<sup>th</sup> 1878

Thos. S. Ely S. C. C.



Pro W Johnston Dec 13

to { Report that land  
was offered for sale

H. L. Wimmer

Col. Thomas Lewis

to { Report that land  
was offered for sale

Same

---

Filed Aug 4/78

R. W. Orr Jr. DC

What sample to send



Windsor

The County Court Court File 14th 1877.

John D. Henry

Plaintiff

vs

H. F. Hierman & Co. Defendants

The undersigned Commissioner, charged by a  
decree in said cause entered at the August term  
1876 directed to take & state on record in said  
cause between the said H. F. Hierman and his  
co-defendants having been upon the basis in the  
bills submitted and execution the priorities of  
their claims, & respectfully reports, that after giving  
notice to the parties, I have on this 14th day of  
February 1877 proceeded to ascertain the liens by  
judgment and opinion upon the said bills  
submitted, and have made a list or statement of  
the said liens herewith filed. Resolved that  
in which list I have stated the said liens ac-  
cording to their priorities as numbered respecting  
1 & 2 as follows: 1st. Lien 1 is a lien created  
by deed of trust executed by said Hierman  
on the 20th day of January 1874 to secure H. F.  
Hierman against any sum he might have to pay  
as security for said Hierman in certain notes  
presented by them to B. B. Lewis & Co. com-  
missioners for the benefit of the estate of H. F. Hierman & Co.  
of which notes one is yet unpaid for \$75.00,  
the sum of \$100.00 and which said notes will  
and does have to pay. No 2 is a judgment in favor



of California Mining accepted after 22<sup>nd</sup> 1874.  
No 3<sup>rd</sup> is a claim secured by deed of trust to P.  
Baker & A. B. Baker executed by said Thomas  
July 20<sup>th</sup> 1874, and under said deed of trust a  
sale of a portion of the said Thomas land  
has been made by the trustee and at said  
sale said Baker became the purchaser and  
went into possession of the lands but as  
there are two liens prior to said deed of  
trust entitling and entitling to mil.  
No 1 & No 2. your commissioners thought it better  
to report the said lien in favor of said Baker  
& Thomas was with No 1 & 2 so though it was  
unjustified, it not being equal to them in  
point of priority is in favor of the claim  
made by him as a judgment in favor of  
Thomas Baker of the state of N. D. City  
land, a claim said Thomas & said Baker as  
his security, and in which the said Baker was  
secured by deed of trust executed by said Thomas  
in 1872 1874; No 5. - is a judgment in favor  
of John W. Johnston Survivor of himself and Joseph  
A. Crimpholt deceased; No 6. is a debt <sup>secured</sup> by deed  
of trust to James W. Orr and assigned by James W.  
Orr to vice D. Henry leaving date March 31<sup>st</sup> 1876.  
and recorded April 1<sup>st</sup> 1876; No 7 is a judgment in  
favor of Jefferson Kett & Rebecca Brown Executors  
of the will of The J. Brown deceased dated Sept



6th 1878 and docketed Sept 1st 1878; No 8 is <sup>two</sup> ~~Justice~~ <sup>Justices</sup> judgments in favor of Bales & Co. dated Sept 30th 1872 but not docketed; No 9 is a <sup>Justices</sup> judgment in favor of Robert M. Bales & Co. dated Sept 30th 1872 but not docketed; No 10 is a Justices judgment in favor of Robert M. Bales & Co. dated Sept 30th 1872 but not docketed; No 11 is for estimated costs of this suit. The amount of each of said liens or claims, with and including interest and costs to the 1st day of April 1879 will be seen by reference to said Exhibit 2. All remaining principal, interest and costs on the 1st day of April 1879, to the sum of \$2670.54. Your Commissioner will further state that Col. Martin informs him that Wm. Hierniman has paid to him about four hundred dollars on the amount he has paid for said Hierniman, and herein reported, which should be deducted from their amount of the two liens reported in favor of said Hierniman, and the true amount due by said Hierniman, for the date of payment your Commissioner is not advised.

Respectfully submitted

James H. Orr, Comm'r.

Since filing the foregoing report, Wm & Martin & H. C. Hierniman have settled, and the amount reported in Col. Martin's favor (\$879.32) is subject to a credit of (\$515.68) as of April 1st 1879, leaving



\$363.64 as the true amount due Leal Martin  
as of April 1st 1879. Receipts submitted.  
Jas W Orr. Comr.

Received of Mary

to Cash on Order

of J. W. Orr

for Cash on Order

of J. W. Orr

Balance due \$8.00



Rice D. Flannery

vs

H. C. Wierman et al

Plff.

Defts

} In Lohmancy

To the Honorable John A. Kelly, Judge of  
the Circuit Court of Lee County:

Your undersigned Special Commissioners  
in the above styled Cause beg leave to report  
that pursuant to the terms and provisions of  
a decree rendered in said Cause he sold  
the land in the bill and pleadings named  
(there being 96 acres.) Said sale was made at  
the front door of the Court house of Lee County  
on the 1st day of the County Court of said County  
for February, 1880, and Wm R. Baker being the highest  
bidder the said land was knocked off to him  
at the price of four dollars and fifty cents  
per acre - amounting to the sum of \$432.00.  
The purchaser paid your Commissioners his  
commission \$16.30 - the costs of suit having  
been paid by H. C. Wierman before sale - and  
the purchaser executed his bond for \$448.70  
to your Commissioners with Wm R. Baker his  
Security, payable in equal installments  
of six and twelve months with interest from  
date.

Respectfully Submitted,

Wm R. Baker

Special Commissioners.

Since writing the above report your Commissioners  
finds that that the costs of the Case of J. W. Johnston  
vs H. C. Wierman have not been paid; but  
the purchaser Wm R. Baker files with me a certificate



agreement & obligation to pay all the liens  
against the said land. filed here marked "A"  
Respectfully Submitted  
Wm. Orr  
Special Commissioner



Geo. F. Waring

2 { Report of Sale

H. C. Waring et al.

1880 March 3rd. Filed  
Jas. W. Orr, clk.



Virginia, Lee County Circuit Court, March 1st 1881.  
Roose D. Manery

Plaintiff

vs

H. C. Wiernman et als

Defendant

In Chancery.

The undersigned Commissioner in said cause who was at the August term 1880. directed to make a report in this cause, showing what, and what amounts, of the liens heretofore reported by me in this cause still remain unpaid. Respectfully reports that he summoned the defendant, Wiernman, and <sup>Mr Bales</sup> the purchase of the 76 acres of land sold in the cause by court Wm A Orr, to appear before him today, and the parties being present your Commissioner learned from them the true understanding and agreement between them at the time of the sale of the 76 acres of land, which was purchased by said Bales; and the said parties at the suggestion of your court and with the approval of defendant Wiernman's counsel, caused said agreement to be reduced to writing and it was then signed by the parties, Wiernman & Bales, and is herewith filed marked X. By reference to said agreement, it will be seen that said Bales agreed and undertook to pay to the several lien holders reported by me in my former report in this cause, the balance due at <sup>the</sup> date of his purchase of the 76 acres, ~~to the~~ <sup>to the</sup> creditors of said Wiernman on their said liens. The said Wiernman & Bales seeming to have a well understood agreement between them as to what said Bales should pay for the <sup>76 acres of</sup> land, that is that he should pay



a sum sufficient to pay the balance due at the date of his said purchase to the lien holders in said cause, and your Commissioner being well satisfied, that said Bales is in good faith carrying out said agreement upon his part, and that the interests of the lien holders are not effected thereby, and from the further fact that said Niemann & Bales did not have their receipts with them, so as to show what liens or parts of liens they have discharged, since the sale of the 16 acres, & their agreement at said Bale, Your Commissioner it unnecessary at this time, to undertake to ascertain the balance yet unpaid on said liens, but simply submits said agreement and this report for the record.

Respectfully,

James W. Cox Commr.

To  
Hon. Jas. A. Kelly.



Reese L. Flanery  
vs. Comr J. H. Orr's Report.

H. C. Niceman et als.  
Filed March 1st 1881.  
Jas H Orr clerk.

Court's fee \$1.33



This is to certify That, the agreement and understanding between, W. R. Bole & H. C. Wierman and H. A. Orr special Commissioner at the date of the sale <sup>To wit 1st day of Febry Term 1880 of the County Court,</sup> of H. C. Wiermans land was That, said W. R. Bole, was to advance to said Wierman one hundred and seventy dollars with which the said Wierman was to pay off and discharge certain justices judgement liens held by R. M. Bole & Co. and to pay the balance at that date remaining unpaid of the liens reported by James H. Orr, Commissioner in his report heretofore made and confirmed in the cause. Which balance at the date of said sale together with the commissions, amounted to the sum of \$432.50 of which \$18.30 was commission & \$413.70 was for the payment of debts. And it is further agreed by and between said Wierman & Bole that, the said Bole has advanced to the said Wierman said sum of \$117.00 and that for said sum the said Wierman has sold and agreed to convey to the said Bole eleven acres of the land sold by Court Orr, said 11 acres to be laid off adjoining the Mill property heretofore bought by said Bole And it was further agreed by and between the said Bole and the said Wierman that in the event said Wierman could not



the money pay off and discharge the  
balance of said liens so reported and  
then remaining unpaid and payback  
to said Bole The \$1830 Commission & paid  
by him, with interest thereon. Then that said  
Wierman was to have said land except  
the 11 acres heretofore referred to, free  
from any claim of the said Bole - said  
Payments to be made by the said Wierman  
as the purchase money agreed to be paid by  
said Bole became due -

And it is further agreed that said Justice  
Judgments heretofore referred to, were liens  
reported by Commissioner Carr. in his  
said report aforesaid.

Given under our hands, March 1st 1881.

W R Boley

Th C Wierman



Reverend D. Flanery  
vs { Agreement of Ballist &  
H. L. Merriam

X



Virginia,

At a circuit Court continued and held for Lee  
County at the Court house thereof, on Saturday  
the 4<sup>th</sup> day of Sept. 1875,

John W. Johnston & Joseph L. Campbell Survivors & Pffs.

vs

Hiram E. Wieman

} In Debt.  
Debt.

The defendant not appearing it is considered by the Court  
that the judgment obtained against him in the Clerk's of-  
fice for \$100.00 the debt in the declaration mentioned  
with legal interest thereon from the 12<sup>th</sup> day of October  
1859, until paid, and the costs be made final, subject  
to a credit of \$50.00 paid Nov. 26<sup>th</sup> 1862

A Copy

Teste R. W. Orr Jr DC

b 4.00  
a 2.50  
\$ 6.50  
\$ 7.00



John H. Johnston & Co  
vs { copy of acct.  
H. C. Weiman

\$100	Oct 13/59
14 1/2	2 m
900	2 m
1000	2 m
114.50	124
50.00	14
64.50	Mar 20/62
74 1/4	10
258 00	15-8 1/2
5805-0	12
1612	1188 m
60.79 1/2	94 1/4
64.50	
125.29	Int Decr pt 677
7.00	Costs at law
28.23	
\$160.52	
8.02	Shffs comm.
\$168.54	full amt due.
842 70	

Debt is Sept  
1875

Take paid  
down 7.00  
28.23  
8.02  
\$43.25



**The Commonwealth of Virginia ;**

**TO THE SHERIFF OF LEE**

**COUNTY, GREETING :**

We command you that of the goods and chattels of

late of your bailiwick, you cause to be made \$ 124.31

with interest at 6 per cent.

per annum from the 13<sup>th</sup> day of November

1857 until paid, which

*B. S. Hamblen decd of Wm S. By decd*

lately in our County Court of Lee has recovered against *Hamblen* for

debt; also \$ 200 which to the said *Hamblen*

in the same court were adjudged for *his* costs in that behalf expended, whereof

the said *Hamblen* convict, as appears to

us of record; and that you have the same before the Judge of our said county, at the court-

house, on the 1<sup>st</sup> Monday in *November* next, to render unto the said

*Hamblen* of the

debts and costs aforesaid. And have then there this writ. Witness, JAS. W. ORR, Clerk of

our said Court, at the court-house, the 4<sup>th</sup> day of *November* 187<sup>th</sup>, in

the 4<sup>th</sup> year of the Commonwealth.

*in copy*  
*James W. Orr, Clerk*



C. L. Hamilton

Copy of Hi Ha

H. C. Newman

Memorandum Rules 1873.

to property found subject  
to law.

That of Bureau S. S.

A copy

Teste, James W. Smith

(Exhibit A)

File for copy 30th



# The Commonwealth of Virginia ;

TO THE SHERIFF OF LEE

COUNTY, GREETING :

WE command you that of the goods and chattels of

late of your bailiwick, you cause to be made \$

with interest at 6 per cent.

per annum from the

day of

1857 until paid, which

lately in our County Court of Lee has

recovered against

for

debt; also \$

which to the said

in the same court were adjudged for

costs in that behalf expended, whereof

the said

convict, as appears to

us of record; and that you have the same before the Judge of our said county, at the court-

house, on the

Monday in

next, to render unto the said

of the

debts and costs aforesaid. And have then there this writ. Witness, JAS. W. ORR, Clerk of

our said Court, at the court-house, the

day of

187, in

the

year of the Commonwealth.

6. 7. 86  
w. 2. 50  
S. 2. 50  
4. 8. 64  
19. 60

James W. Orr  
Clerk



no-7 (28) 1448

Co. L. Henschelam Adm 72

Copy of Hi Ha

Hiram L. Henschelam

October Rules 1873.

no property found  
That J. Brown & Co.

at copy

State James M. Henschelam

(Exhibited to)

See for copy 20th



Virginia

A court of quarter sessions continued and held for the County, at the Court house thereof, on Tuesday the 17th day of June 1875.

C. L. Humbleton Adm of Mrs S Ely decd

Plaintiff

v s

In Debt. &c.

Heirs & Assigns

Defendant

This day came upon the parties by their attorneys and a jury, who by a verdict affirmed the account of the plaintiff to wit: —  
It is therefore considered by the Court that the plaintiff recover against the defendant \$10. — with legal interest thereon from the 5th day of November 1854, until paid, and the costs.

A copy, Teste James W Orr, Clerk.

\$ 7.36  
a 2.50  
s 2.50  
n 6.64  
\$ 19.00

Virginia

A circuit court continued and held for the County, at the Court house thereof, on Tuesday the 26th day of August 1875.

C. L. Humbleton Adm of Mrs S Ely decd

Plff

v s

In Debt.

Heirs & Assigns

Defd

This day came upon the parties by their attorneys, —  
It is therefore considered by the Court that the plaintiff recover against the defendant \$17.21 with legal interest thereon from the 13th day of November 1854, until paid, and the costs.

A copy, Teste James W Orr, Clerk.

\$ 6.60  
a 2.50  
s 1.50  
\$ 10.60



C. R. Hamilton Adm. Sec.  
or Capt. of J. Adams  
H. H. H. H. H.

---

Exhibits

See page 145



This Deed made this the 31st day of March 1876  
between Hiram E. Wierman of the first part and  
<sup>of the second part - both of Lee County, Virginia</sup>  
Wm. B. Orr, Trustee, of the second part: That the said Hiram  
E. Wierman doth bargain, grant and convey  
to the said Wm. B. Orr, Trustee as aforesaid, the  
following tract of land, for and in considera-  
tion of the sum of one dollar, in hand  
paid, the receipt whereof is hereby acknowledged  
and in the further consideration of the fact that  
the said Hiram E. Wierman is indebted to  
James W. Orr in the sum of Seventy seven  
Dollars and 52 Cts evidenced by note dated March  
31st 1876 and one day after the date  
thereof. And also in the sum of Twelve  
Dollars and sixty three cents, evidenced by  
note dated January 19th 1875. The tract of  
land I now live on, on which is situated  
my mill property, and one acre on the South  
side of Indian Creek, opposite said mill property;  
all situated in Lee County, Virginia. The farm  
I live <sup>being</sup> bounded by the land of Wm. Waddam,  
Zachariah and Josephus Gibson, M. W. B.  
Gibson deceased, and Wm. D. Brown. To  
have and to hold to him the said Wm. B. Orr,  
Trustee, and his heirs forever.

In Trust; Nevertheless if the  
the said Hiram E. Wierman shall meet and  
truly pay to the said James W. Orr the above  
described debts with the interest thereon, on or  
before the 14th day of March 1877, then this  
Deed of Trust to be void otherwise to remain  
in full force and virtue. And in that  
event it shall be the date of the said



James W. Trustee, to advertise the foregoing  
 described lands for sale, by posting a written  
 notice on the said lands, and also on  
 the front-door of the Court House of  
 said Lee County, Virginia for a length  
 of time not less than thirty days and  
 on some court day sell to the highest  
 bidder at public and cry so much thereof  
 as may be necessary to satisfy the said  
 James W. Trustee's said debts, himself five  
 per cent Commission and the costs  
 & recording this deed of trust.  
 Witness my hand and seal this 3rd  
 day of March 1876

J. W. Trustee Seal

James W. Trustee

From J. W. Trustee

R. E. Harrison

Recorded in Lee County  
 Page 453

James W. Trustee

"A"

I hereby assign transfer  
 the within deed of trust  
 to James W. Trustee  
 who is now of age and is the  
 owner of the same and this 3rd  
 day of March 1876.

I hereby assigned transfer  
 the within deed of trust  
 to James W. Trustee  
 who is now of age and is the  
 owner of the same and this 3rd  
 day of March 1876.

James W. Trustee

Virginia, Lee County, Clerk's office the 1st day of April 1876.  
 The foregoing deed of trust from R. E. Harrison of the  
 one part, to James W. Trustee of the second part, both  
 of the County of Virginia, was this day acknowledged before  
 me by the said Harrison and he is not and deed for the  
 purposes therein mentioned and said deed is admitted  
 to record.

John H. Gibson Deputy

For James W. Trustee



R. D. Flavery - Plaintiff  
against } Le Flavery  
H. C. Wirmann et al Defendants

To the Hon. John A. Kelly, Judge  
of the Circuit Court of Du County.

Whereas the undersigned became  
the purchaser of certain lands named and  
described in the above styled Cause, at  
a sale made by Special Comm. M. A. Orr  
pursuant to a decree rendered by your  
Honor in said suit; and whereas  
the amount bid by me is not enough  
to pay the debts reported as liens on  
said lands, I hereby agree to pay all  
the debts now reported in said Cause,  
I hereby agree with said Wirmann and  
some of the lien owners to do so  
on the day of the Sale.

This June 21<sup>st</sup> 1880. Witness the follow-  
ing signatures and seals.

s/ R. D. Flavery



R. D. Flannery

no 3 Boles agreement  
to pay all debts

H. C. Wierman et al

"A"



Virginia

At a Court of quarter sessions continued and  
held for Lee County, at the Court house thereof,  
on Saturday the 23<sup>rd</sup> day of Nov 1872.

R. M. Bales Suro<sup>r</sup> for Catharine C. Ewing Plff

vs

Hiram C. Wierman

Defendant

In Debt

The defendant not appearing it is considered by the  
Court that the judgment obtained against him in the Clerk's  
office for \$121.00 the debt in the declaration mentioned  
with legal interest thereon from the 22<sup>nd</sup> day of May  
1853, till paid, and the costs, be made final, Subject  
to the following Credits, Viz: \$50.00 paid Nov 11<sup>th</sup> 1863.  
\$3.00 paid 1865. \$7.00 paid 1866. and \$10.00 paid  
Decr 1<sup>st</sup> 1870.

Attest Teste - John R. Gibson Clk.

C 3.00  
A 2.50  
S .50  
D 1.00  
\$ 7.00



R. M. Bales for  
28<sup>th</sup> } Copy of Judgment  
Hiram C. Kierman

(A)

See for this copy 20<sup>th</sup>



This I do make this the 20th day of January  
1874, between D. C. Wierman of the County of Lee  
& State of Virginia of the one part, and M. B. D. Lane  
Trustee of the said county & State of the other part. Witness  
eth that that the said Dorian C. Wierman for and in  
consideration of the sum of one dollar, as well as in  
consideration of the matters herein after expressed  
Doth hereby grant and convey unto the said  
M. B. D. Lane the tract or tracts of land upon  
which I now live in said County, lying  
on the main Road leading to Cumberland  
Gap, containing about 3/8 acres. upon  
which there is a good grist mill: yet upon the  
following conditions and trust. Where the said  
D. C. Wierman did on decree rendered in the chun-  
cery case of Leamon McClung & Co vs said Wier-  
man for which renting the said Wierman ex-  
ecuted his five several bonds for seventy eight  
dollars & twenty three cents. each with Thos S.  
Martin his security. payable on the 1st January  
1878-6-7-89. with interest from the 14th of  
January 1874. now if the said Dorian C. Wier-  
man shall not pay and discharge said bonds  
as they become due and payable, then it shall  
be the duty of the said Trustee, M. B. D. Lane  
to proceed to sell &c. according to the 6 Sec. of  
Ch 117 of the Code of 1860 so much of said  
land as shall be sufficient to pay in-  
stallments then & payable. Witness the follow-  
ing signatures and seals, the day and year  
first above written

D. C. Wierman  
M. B. D. Lane.

Seal  
Seal



From our De. County Clerk's office the 20th  
day of January 1874. The foregoing Deed of  
Trust from Herman C. Niemann of one  
part to M. B. D. Lane Trustee of the other part  
was this day acknowledged before me to be their  
act and deed for the purposes therein men-  
tioned, and is admitted to record.

Teste James H. Orr, Clerk.

A copy

Teste James H. Orr Clerk

Mr. B. D. Lane  
Trustee

From } Copy of Deed

H. C. Niemann

"C"

to Trustee

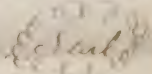
7 1/2

Jan 2nd 1874

See 35-d



<sup>20</sup>  
This deed made this 20th day of July 1874  
between Hiram C. Wierman of Lee County Virginia  
of the one part, and Auburn L. Pridemore of said  
County of the other part. Whereas the said  
Hiram C. Wierman is hereby indebted to Hiram  
H. Surpener and Patrick Hagen in the first  
and full sum of six hundred and seventy five  
Dollars due by note of this date for land sold to the  
said Wierman by the said Surpener and Hagen and  
the said Hiram C. Wierman in consideration of security to the  
said Surpener and Hagen the payment of said  
sum of money, he the said Wierman doth grant  
and convey, unto the said Auburn L. Pridemore  
all the land owned by him upon in said County  
in and to secure to the said Surpener & Hagen  
the said sum of money. Have therefore if the  
said Wierman shall fail to pay the same by the  
25th day of December next then the said Pridemore  
Trustee is hereby authorized and authorized to  
sell so much of the land hereby conveyed as  
may be sufficient to pay the same the cost of  
recording this deed and five per cent to the trustee  
for his trouble. Witness the following signature  
and seal.

H. C. Wierman 

Lee County Court Clerk's office. This 20th day  
of July 1874. The foregoing Deed of trust  
between Hiram C. Wierman of the first part, and  
Auburn L. Pridemore Trustee of the second part  
both of Lee County Virginia was this day  
acknowledged before me by the said H. C.  
Wierman to be his act and deed for the



purposes therein mentioned, and said  
book is submitted to record.

James W. Don. Clerk.

A Copy Here. James W. Don. Clerk.



A. L. Orderson Trustee

~~From~~ 3 Copy of Seed

W. C. Newman

---

"D"

See 35 &



This deed made this the 10th day of November 1874, between Aaron C. Wiernman of the county of Lee State of Virginia of the one part; and W. B. D. Dence, <sup>Trustee</sup> of the said County & State of the other part. It is witnessed that the said Aaron C. Wiernman for and in consideration of the sum of one dollar to him in hand the receipt whereof is hereby acknowledged, as well as in consideration that William S. Martin did become his surety in two notes executed to Charles L. Hamblen as Sheriff for the rent of the said Wiernman's land which was rented on the day last aforesaid by the said Wiernman to discharge a debt for which a decree has been rendered by the circuit of said County in favor of said Hamblen as admr. of the estate of Wm S. Ely decd. against said Wiernman, one of said notes for three hundred & eighty two dollars & twenty six cents, payable two years after date with interest from the 21st September 1874. The date thereof, and the other note for seventy three dollars & fifty four cents payable one year after date & dated the 21st Sept. 1874 with interest from date; doth grant sell & convey unto the said Trustee, the tract of land upon which I now reside, lying in the western end of said County upon which there is a good mill, supposed to contain 333 acres more or less, with all of its appurtenances, and also all of my personal



property of every kind whatsoever, consisting of one set of cards for carding wool by water, Gray mares and one milk salt, eleven head cattle, two cows & 9 pigs & two years old, 1 sow & seven pigs, 11 sheeps, 1 old wagon, 1 cannon set of blacksmith tools, forming a tackle, consisting of one Barhear three one horse ploughs, & household & kitchen furniture consisting of nine beds & bedsteads & necessary covers &c. for same. Two old clocks, one overstand, Two Gobles & table ware, 1 sewing machine (cannon) and several cook vessels & other Kitchen vessels, upon condition however that that the said Wiernman is to retain possession of said land and all the aforesaid personal property until such time as it shall become necessary to sell the same or any part thereof, according to the stipulations hereafter contained.

In trust nevertheless herein before described & the interest on the same promptly as they fall due, and shall pay the expenses of drawing and recording the deed, then the same shall be due and payable then to the said trustee when requested by either party, Martin or Wiernman, as to proceed to sell at public at the Court House of said county or such other place as he may think best, so much of said property as may be and the said Wiernman may have or see thereof as shall satisfy the said notes as they become payable & the interest thereon & all legal expenses attending thereto & five percent to said trustee, who shall be governed by the laws of the state of Va. in relation to trustees. Witness the following signatures and seals. (Interlined before signing)

H. C. Wiernman.  
M. D. L. L. L.

Virginia Lee County Clerk's Office the 17th day of Nov. 1874. The foregoing deed of trust between H. C. Wiernman of the one part and M. D. L. L. L. Trustee of the other part, both of Lee County Va. was this day acknowledged before me by the said Wiernman & L. L. L. to be their act and deed for the purposes therein mentioned. And said deed is submitted to record.

Teste James W. Orr, Clerk  
A Copy  
Teste James W. Orr, Clerk



M. B. D. Lane Trustee

From } Copy of seed.

H. C. Wierman,

"E"

Apr 15 1872  
H. C. Wierman  
New York

Fee 25 cts



This Deed made the 10th day of December 1872  
between Herman C. Hierman of the one part, and  
Ashburn L. Bridmore Trustee, of the other part, all  
of Lee County Virginia. Witnesseth that whereas the  
said Hierman is indebted to Patrick Hagan loan  
in the sum of Four hundred and ~~and~~ sixty six  
dollars and nine cents which is evidenced by  
bond executed by said Hierman with William S.  
Martin as his security dated on this day and  
payable twelve months after date with interest.  
And the said Hierman is also indebted in the  
further sum of \$31.25 Thirty one dollars and  
twenty eight cents to said Hagan loan and  
is evidenced by the bond of said Hierman  
of this date payable one day after date with  
the said Martin as security. Now therefore  
to strengthen the said Martin as security  
aforesaid, and also to secure to the said Patrick  
Hagan loan the payment of the said  
sums of money. As the said Herman C.  
Hierman in consideration of the premises  
and of one dollar paid to him by the said  
Bridmore hath hereby grant and convey  
unto the said Bridmore all of the said estate  
owned by him, the said Hierman situated  
in said county. Now therefore if the  
said Hierman shall fail to pay the said  
Hagan the aforesaid sums of money  
when the same become due then it



shall be the duty of the said Pridemore trustee  
to sell so much of the said estate of the  
said Kierman as may be sufficient to  
pay said debts, five percent commission  
and costs of recording this deed. But if  
the said Kierman shall pay said debts  
then the said Kierman shall be entitled  
to a re-conveyance by the said Pridemore  
of the real estate herein mentioned.

Witness the following signature and seal.

J. L. Kierman 

Lee County Court clerk's office the 6th day  
of December 1872.

The foregoing Deed from Kierman to  
Kierman of the one part to Suburban L.  
Pridemore trustee of the other part, both  
of the County of Lee and State of Virginia  
were acknowledged before me by the  
said Kierman to be his act and deed  
for the purpose therein mentioned and  
is admitted to record.

Teste James H. Orr Clerk.

A Copy

Teste James H. Orr Clerk



A. L. Ordmore Trustee  
Town of Oak of Seed  
No. 10. Vienna and

"F"

File 6000



Russ D. Flannery

vs } Transcript of Judge  
Linn

H. C. Wierman

(9)

8170



*Transcript of judgments Lira against Hiram L. Wierman as recorded in the judgments Lira Dockets of Lee County, Virginia prior to March 31<sup>st</sup> 1876.*

<i>Date of Judgment</i>	<i>By what Court</i>	<i>Time of Docketing</i>	<i>Name &amp; description and address of parties</i>	<i>Libt - damages - interest and Costs</i>	<i>Amount &amp; date of payment</i>
1875 Sept 4 <sup>th</sup>	Lee Circuit Court	1875 Sept 10 <sup>th</sup>	John H. Johnston & Joseph T. Campbell Executors of Washington County, Va. <sup>Plffs.</sup> vs. Hiram L. Wierman of Lee County, Virginia, Defendant <sup>Def.</sup>	Judgment for \$100.00, with int. from Oct. 13 <sup>th</sup> 1859 till paid, and \$7- Costs	\$50.00 Mch. 26 <sup>th</sup> 1872.
1873 Nov. 23 <sup>rd</sup>	"	1874 Apr. 22 <sup>nd</sup>	R. M. Baker Sur. & for Catherine C. Casper of Lee County, Va. <sup>Plffs.</sup> vs. Hiram L. Wierman, of Lee County, Va. <sup>Def.</sup>	Judg <sup>t</sup> for \$12.60 with int. from May 22 <sup>nd</sup> 1853 till paid, and \$7.58. Costs	\$50 - Nov. 11 <sup>th</sup> 1853, \$3 - 1865, \$7 - 1866, \$10 - Dec. 1 <sup>st</sup> 1870.
1872 May 21 <sup>st</sup>	"	1872 June 1 <sup>st</sup>	Lowan, McClung & Co, Knoxville, Tenn. <sup>Plffs.</sup> vs. Hiram L. Wierman Lee Co., Va. <sup>Def.</sup>	Judg <sup>t</sup> for \$425.74, with int. from July 1 <sup>st</sup> 1871 till paid and \$7.00 Costs	
1872 May 17 <sup>th</sup>	"	1872 June 1 <sup>st</sup>	T. H. Rimm of H. L. Wierman of Lee Co. Va. <sup>Plff</sup> vs. <sup>Def.</sup>	Judg <sup>t</sup> for \$539.52 with int. from Apr. 23 <sup>rd</sup> 1871 till paid and \$6.26 Costs	\$151.50 Nov. 25 <sup>th</sup> 1871.
1871 Aug 21 <sup>st</sup>	"	1871 Sept 1 <sup>st</sup>	B. T. Shultz Agent for Theo. Rogan - vs. H. L. & Juniah Wierman of Lee Co. Va. <sup>Plffs.</sup> vs. <sup>Def.</sup>	Actual Judgment for <del>\$114.22</del> \$70.61 with int. from Apr. 5 <sup>th</sup> 1871 till paid, and \$6.14 Costs	
1870 Nov 24 <sup>th</sup>	"	Jan 28 <sup>th</sup> 1871	Thos J. Brown of Lee Co. Va. vs. H. L. Wierman of Lee Co. Va. <sup>Plff</sup> vs. <sup>Def.</sup>	Judg <sup>t</sup> for \$102. with int. from Nov. 28 <sup>th</sup> 1866 till paid and 10c costs \$6.51	13 <sup>th</sup> Sep 14 <sup>th</sup> 1869, \$1 - June 27 <sup>th</sup> 1870.



Subd.

List of items against the estate of H. S. Mierman, deceased, listed according to their standing in point of priority, to wit:

1. To Mr. S. Martin on account of the following payments made by him to Mierman & Co. as security for said Mierman and in which he was secured by deed of trust executed by said Mierman July 20th 1874.		
Per and paid by said Martin Dec 1st 1876.		77.00
Interest thereon to April 1st 1877.	14.37	
Per and paid by said Martin Feb 1st 1878.		77.00
Interest thereon to April 1st 1877.	5.15	
Per and paid by said Martin Sept 1st 1878.		135.53
Interest thereon to April 1st 1877.	4.45	
Total sum due to said Martin & Interest.	243.78	314.56

\*

2. To the Union Banking Co. for loan made dated Jan 23rd 1875 & secured by deed of trust dated Apr 22 1874.		74.63
Interest thereon to April 1st 1877.	17.16	
Costs of loan.	7.00	
Interest thereon to April 1st 1877.	3.55	
Total due said Banking Co. Interest.	134.15	74.63

3. To A. R. Dargner & Patrick Wagon for deeds of trust executed July 20th 1874.		675.00
Interest thereon to April 1st 1877.	170.12	
Total due said Dargner & Wagon.	170.12	675.00



4. To H. H. H. on account of payments made to L. H. H. on Oct 5 <sup>th</sup> 1874. Only received, as security of said H. H. H. and secured by deed of trust. Nov 17 <sup>th</sup> 1874.		
Paid costs of suit September 21 <sup>st</sup> 1874.		73.54
Interest thereon to April 1 <sup>st</sup> 1877.	\$ 17.77	
Paid on said debt April 15 <sup>th</sup> 1877.		100.00
Interest thereon to April 1 <sup>st</sup> 1877.	11.75	
To suit paid on said debt June 8 <sup>th</sup> 1878.		125.00
Interest thereon to April 1 <sup>st</sup> 1877.	1.20	
To suit paid on said debt Feb 4 <sup>th</sup> 1878.		75.00
Interest thereon to April 1 <sup>st</sup> 1877.	1.20	
To suit paid on said debt Feb 17 <sup>th</sup> 1878.		113.15
Interest thereon to April 1 <sup>st</sup> 1877.	7.53	
Total and due H. H. H. on this claim Dec 1 <sup>st</sup> 1877.	\$ 53.70	486.61

5. To H. H. H. on account of payments made to L. H. H. on Oct 5 <sup>th</sup> 1874. Only received, as security of said H. H. H. and secured by deed of trust. Nov 17 <sup>th</sup> 1874.		
Paid costs of suit September 21 <sup>st</sup> 1874.		73.54
Interest thereon to April 1 <sup>st</sup> 1877.	\$ 17.77	
Paid on said debt April 15 <sup>th</sup> 1877.		100.00
Interest thereon to April 1 <sup>st</sup> 1877.	11.75	
To suit paid on said debt June 8 <sup>th</sup> 1878.		125.00
Interest thereon to April 1 <sup>st</sup> 1877.	1.20	
To suit paid on said debt Feb 4 <sup>th</sup> 1878.		75.00
Interest thereon to April 1 <sup>st</sup> 1877.	1.20	
To suit paid on said debt Feb 17 <sup>th</sup> 1878.		113.15
Interest thereon to April 1 <sup>st</sup> 1877.	7.53	
Total and due H. H. H. on this claim Dec 1 <sup>st</sup> 1877.	\$ 53.70	486.61

6. To H. H. H. on account of payments made to L. H. H. on Oct 5<sup>th</sup> 1874. Only received, as security of said H. H. H. and secured by deed of trust. Nov 17<sup>th</sup> 1874.



and recorded, April 1st 1876. Principal	10.15
Interest on balance of debt to April 1st 1877. \$19.37	
Total sum due said Library Apr 1st 1877. \$19.37	20.15

7. To Jefferson & Rebecca Brown Executors of the will of Joseph Brown Dec. for Judgt dated Sept 20th 1872, with Judgt. Feb 28th 1872 - \$69.00 Interest thereon to April 1st 1877. 29.37 Costs of suit 7.60	
	\$36.77 67.00

8. To Giles & Son for Justice Judgt. dated Sept 20th 1872, Judgt. from Dec 27th 1873, for Interest thereon to April 1st 1877. 16.43 Costs of Judgement 1.00	10.88
To Same for Justice Judgt. not docketed, dated Sept 30th 1872, Judgt. from May 7th 1877, for Interest thereon to April 1st 1877. 45.04 Costs of Judgement 1.00	33.74
Total sum due said Giles & Son Apr 1st 1877. \$63.47	44.57

9. To Robert B. Bates & Co for Justice Judgt, not docketed dated Sept 30th 1872, Judgt. from Oct 1st 1872 Interest thereon to April 1st 1877. 12.58 Costs of Judgement 1.00	11.61
Total sum due said Bates & Co. Apr 1st 1877. \$13.88	11.61

10. To Robert B. Bates & Co for Justice Judgt. not	
--	--



Total Dr. J. L. first farmer		
Subscribed Oct 30th 1878	21.57	
Interest thereon to April 1st 1879	11.43	
Costs of suit	.70	
Total due said Robert M. Baker Co. Apr 1st 1879	12.13	21.57

* 12	To Cr. for balance of their judgment for which Mr S. Martin is security, but has not yet been paid, interest thereon to Apr 1st 1879	18.23	21.14
------	---	-------	-------

No 11.	For estimated costs of chambers suit of Mrs. D. Thompson against W. D. Thompson & Co. the suit in which this account is taken,	43.53	
	Balance of principal, Apr 1st 1879		1950.78
	Total sum of interest & costs, Apr 1st 1879	717.70	

Mrs. D. Thompson  
 vs. W. D. Thompson & Co.  
 Chambers suit

The amt allowed and stated in favor of Mr S Martin is subject to a credit as of April 1st 1879, of	\$515.68
Leaving the bal due him	\$363.64



This Deed made this the 11<sup>th</sup> day of November  
1874, between Oliver C. Wineman of the County  
of Lee & State of Virginia of the one part; and  
Mr. W. D. Lane of the said County & State, Trustee  
of the other part, witnesseth that the said Oliver  
C. Wineman for & in consideration of the sum of One  
dollar to him in hand the receipt whereof is hereby  
acknowledged, as well as in consideration that William  
S. Martin, did become his surety in two notes executed  
to Charles S. Hamblen as sheriff, for the rent of the said  
Wineman's land, which was rented, on the day last  
aforesaid, by the said Wineman, to discharge a debt  
for which a decree had been rendered by the Circuit  
or said County in favor of said Hamblen as sheriff,  
of the estate of Mrs. J. E. Lee, against said Wineman,  
one of said notes for three hundred & eighty two dollars  
& twenty six cents, payable two years after date, with  
interest from the 21<sup>st</sup> of Sept 1874. the date thereof; and  
the other note for seventy three dollars & fifty four  
cents, payable one year after date, & dated the  
21<sup>st</sup> of September 1874, with interest from date,  
both grant, sell & convey unto the said Trustee, the  
tract of land upon which I now reside, lying in  
the western end of said County, upon which there is  
a good mill, supposed to contain 333 acres, more or less,  
with all of its appurtenances, and also all my personal  
property, of every kind whatsoever, consisting of 1 set  
of Cards for carding wool, dolly by water, 2 Gray mares



and one mule Colt, Eleven head Cattle, two Cows  
& of one & two years old, 1 horse & seven pigs, 11 shoats  
1 old wagon, 1 common set of blacksmith tools, farming  
implements, consisting of one horse plow, & one horse flail, &  
house hold & kitchen furniture, consisting of nine beds & bed  
steads, & necessary covers &c. for same, two old clocks, one  
workstand, two tables & table ware, 1 sewing machine  
(common) and several Cook vessels, & other kitchen  
vessels, upon condition however, that the said Wierman  
is to retain possession of said lands, and all the  
above said personal property until such time, as it  
shall become necessary to sell the same or any part  
thereof, according to the stipulations hereinafter contained.

In trust moreover the leg. if the said Wierman Le.  
Minneman shall well & truly pay the two several notes  
herein before described, & the interest on the same, promptly  
as they fall due, and that he shall pay the expenses  
of drawing up and recording this deed, then the  
same shall be paid, but if the said Minneman  
fail to pay either of said <sup>notes</sup> as they become due  
& payable, then the said trustee is to proceed to  
sell at public sale, <sup>at the Court House of said County, or such other place, as he may think best,</sup> so much of said property  
or any the said the said Minneman may have in lien  
thereof, as will satisfy the said notes as they become due  
<sup>payable</sup> and the interest therein, & all legal expense &  
attaching thereto, & five per cent to said trustee, who  
will be governed by the Law of the Code of 1860  
in relation to Trustees. Witness the following

Signatures, & seals, (Entered before signing)

J. C. Wierman *(Seal)*  
M. B. D. Lane *(Seal)*

Witnessed

Lee County Court Clerk's Office the 17th day of Nov 1866

The foregoing Deed of trust between J. C. Wierman of the one part  
and M. B. D. Lane Trustee of the other part, both of Lee County Va. was  
this day acknowledged, before me by the said Wierman & Lane to  
be their act and deed for the purposes therein mentioned and said  
deed is admitted to record.

Teste James W. Orr. Clerk.



$$\begin{array}{r}
 107.00 \\
 1.00 \\
 \hline
 82 \\
 333 \\
 300 \\
 \hline
 633
 \end{array}$$

M. B. L. Lane Trustee

Land-Deed

H. C. Weirman

Recorded in Deed Book

No. 11. page 204.-5.

John R. Gibson Secy.

\$1.25

Nov 17th 1874.

!!!!

$$\begin{array}{r}
 38200 \\
 \hline
 19,9200 \\
 4 \\
 \hline
 79,6800
 \end{array}$$

$$\begin{array}{r}
 382 \\
 19 \\
 \hline
 461
 \end{array}$$



On July debt by Martin Aug 15/77 \$24, \$100.00  
 Same Aug 8/78, 56 125.00  
 " Same Feb. 4/78, 121 75.00  
 " Same Feb. 17/78, 24 113.15  
 " Same Sept 2/74 413.15  
 For all these had Martin has receipt + note 73.54.  
 - \$486.69

Leases on the Blumley & Co. Nov 6/76, L. \$62.04  
 " " " " " 36.79 1/2  
 " Sept 5/78 Shiff. 138.53  
 " Feb. 18/78 D.S. 77.00  
 314.56 1/2

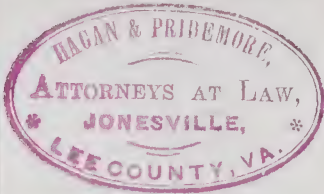
Total \$11.25

See date of lien under which P. D. Hagen purchased,  
 Compared with other unsatisfied liens. His  
 sale was the Perm debt.



4.  
Hermann Putters  
Remondani.





H. Baylor Bro. .... }  
 U.S. } In chm.  
 William L. Cheff et als. }

Principal	171. 72
" " bearing interest	165. 34
Interest on this Sum & from	
13 <sup>th</sup> Feb. 1874. to Aug. 5. 1878. 4 <sup>th</sup> 6 <sup>mo</sup> . 20 <sup>d</sup> .	44. 38
non interest bearing principal	6. 38
	<u>\$ 216. 22</u>
Costs as taxed by the clerk.	26. 34
	<u>\$ 242. 56</u>
Commission to Sheriff.	12. 12
	<u><u>\$ 254. 68</u></u>

John W. Johnston. Servant }  
 vs } In chm.  
 W. C. Wrennan }

Principal	\$ 108. 00
" " bearing interest	100
Int on this Sum from Oct. 18.	
1859, to Nov. 20 <sup>th</sup> 1862.	18. 50
	<u>\$ 118. 50</u>
Credit as of last date.	50. 00
Over.	<u>\$ 68. 50</u>



Brought forward -	\$68.38
Put on this Sum from Nov. 20/62, to Aug. 5. 1878.	<u>64.50</u>
	\$133.08
Principal not being int.	7.00
Chancery costs as taxed by clerk.	<u>28.23</u>
	\$168.31
Sheriff's commission	<u>8.42.</u>
	<u><u>\$176.73</u></u>

*De*

Catharine. Plff. .... Plff.	} On due
vs	
Hiram C. Wireman defl.	
Principal being interest due May 27/53 -	\$121.
Interest to Nov. 11. 1853.	<u>3.02</u>
	124.02
Credit as of last date - ...	<u>50.00</u>
	64.02
Interest from last to Aug. 5. 1878	<u>95.04</u>
	\$159.06
Credit not large enough to sink int.	<u>13.00</u>
	\$146.06
Costs at law	<u>7.58</u>
	153.64
Chancery costs as taxed by Clerk	<u>30.69</u>
	184.33
Sheriff's Comp.	<u>9.21</u>
	<u><u>\$193.54</u></u>



## AYERS &amp; ORR,

## Attorneys at Law,

Will practice in Lee and adjoining counties in Virginia.  
Special attention given to all business entrusted to their care.

Jonesville, Va., ..... 187

1879.	7	8
1876	5	51
<hr/>		
3	3	7

2/39  
19 1/2

77.52  
19 1/2  
698 68  
775.2  
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1879 78  
1875 119  
4.5 19  
48  
2/53.6  
24.8

1572.64 Int  
77.52 Prin  
92.64  
161.07  
108.64 Amt  
2.25-Conts rec.  
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12.63  
2.68  
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3.38.48 4 Int  
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16.01 Prin & Int

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& bridge drawing  
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# A CIRCULAR.

## *Fellow Citizens of Lee County:*

Before me lay several papers which solicit me to become a candidate for Commonwealth's Attorney for the May election, 1879, which papers are signed by many of you. I hereby announce myself such candidate, pursuant to said call, and give my views upon the questions now agitating the public mind. I think that the people should know how *aspirants* to even the most *inferior office* of the country stand upon these questions. I am a Re-adjuster; and am one of those who are in favor of taking the *Animal* by the horns and forcing him into just measures. I am a Democrat; but oppose corruption in my own party the same as I do in those who see cause to oppose me, and serve no organization that does not have for its object the good of my country. I am not a hard money man, and am opposed to an increase of taxation until we can have a healthful increase of money.

Democracy is now undergoing her greatest ordeals. It should never be forgotten that popular institutions, however admirable in theory or beneficent in practice, are at all times exposed to danger. They bear no charmed life which can lift them above the laws of their condition. Democracy "is not born out of the sky, nor wrought in dreams," but is inevitably colored by the atmosphere in which it lives, and takes on the qualities with which it is mingled. It is an opportunity as well as a power. While decidedly acting upon society, and multiplying the sources of its own life, it is constantly acted upon by forces which disturb the free play and full sweep of its tendencies. It is always on probation, waiting for its complete ascendancy upon the advance of knowledge and virtue, the ministry of equal laws, and the "eternal vigilance" of the people. It may fitly be compared to the struggle for a higher life, in which the best men never reach those heights of goodness which lie beyond the reach of temptation. Under the most favored conditions, and in the most enlightened communities, it is only a grand experiment, an heroic endeavor of the people, a ceaseless conflict with ever recurring dangers, which involve the helping hand of every man who is willing to show his faith in free institutions by his works.

One of the most serious of these trials is the result of false relations between the people and the land. So intimate and vital are these relations in all countries that in the nomenclature of politics the words "people" and "land" are convertible terms. The laws regulating the ownership and disposition of landed property necessarily shape the institutions of the people. As the land-owners of the country are its masters, real democracy must have its roots in the soil. A government which allows the land to become the patrimony of a few cannot be free, since liberty and slavery are not more utterly repugnant to each other than are

popular institutions and the unrestricted monopoly of the soil. Such a government can be democratic in name only, and becomes, in fact, the most galling and fatal form of aristocratic rule. The American system of land grants to railroad corporations, which originated in 1850, has already surrendered a territorial empire of over two hundred million acres. The Indian Treaty system, fully inaugurated by Congress in 1861, has robbed poor settlers of great bodies of choice lands and handed them over to monopolies and sharpers. Under the vicious legislation to which I have referred, only one person in fifteen, out side of the towns and cities, is the owner of a home in the land in the States of the South.

American Democracy is threatened with another formidable trial in the growth and domination of cities. I am far from saying that great cities are in themselves an evil. They are the necessary outgrowth of modern civilization. They supply the producers with a home market.

As great intellectual and commercial centers, they are the national handmaids of social and economic progress. They ought to be the national allies of Democracy; but I believe they are preparing for it an ordeal which will tax all the resources of the people to save it. In the city of New York a few years ago official thieves robbed the treasury. Officers were bought like merchandise. Legislatures were sold to the highest bidder. Courts were bribed by villains, who escaped justice through the power of their money. Great masses of men native and foreign, cursed by ignorance, poverty, and drink became the miserable tools of demagogues and gamblers, while opposing public parties were equally corrupt, and decent men were tempted to give up public affairs in disgust. The voice of the church if heard at all, was unheeded—No man's life, property, or reputation were safe, and nothing was sincerely believed in by the men who ruled the hour, but the beauty and blessedness of wealth.

But Democracy not only fails to govern the cities, but the cities govern the country; in several of the States they hold the balance of power. They hold it, and wield it in the nation. The same ignorant and brutalized horde which demagogues and thieves employ in the government of the cities is made to turn the scale in State and National contests.

A more immediately threatening danger to Democratic Government in America is the growing power of great corporations.

Democracy needs the quickening influence and constant support of equal laws. It demands common opportunities for the people. It can safely tolerate no privileged classes, and no legislative favoritism of any sort. If corporations are created they should be a clear public necessity or convenience, and never cease to be the servants of the people. With-

out these conditions they have no right to exist.

These are some of the dangers which cast their baleful shadow over the future, and summon the people to the work of reform. Speaking generally of what is wanted is a perfectly unshackled movement of the people—a fellowship of brave and faithful men in every section of the republic—against the new forms of aristocracy which the greed of sudden wealth and the agencies of modern society have created. There must be the substance, and not the form merely, of free institutions. The people must snatch freedom itself from the perilous activities quickened into life by its own spirit. They must search out new defences of Democracy in the new trials of its life. The grand work which has been committed to their keeping is not the highest development of favored individuals or classes, or the accumulation of great wealth in their hands, but the utmost enlightenment and supreme welfare of all. It is not the exceptional culture or commanding advantage of the few but the uplifting of the many to a higher level. This is at once the religion of humanity and the mission of Democracy. And it will be accomplished. It may be delayed for a season. It may be temporarily frustrated by the great and impending dangers I have mentioned. The blind greed of cupidity, trampling down the rights of the people, may even precipitate the country into revolution and violence, but in the end Democracy will be vindicated. All the divine forces are waiting to aid it. Christianity is pledged to its triumphs, and co-incident with its teachings. The principle of social evolution foreordains it. Democracy is to come in its fullness, sweeping away the conspiracies of wealth, and the subterfuges of monopoly, and enforcing "all rights for all;" but whether this shall be sooner or later, and whether heralded by the kindly agencies of peace or the harsh power of war, must depend upon the wise and timely use of opportunities. The result is certain, since justice cannot be finally defeated; but the circumstances of the struggle and the cost of the triumph are confided to the American people. They can help or hinder the grand march of human progress. They can smooth its pathway and speed its momentum, or fold their arms in slothful indifference, and thus hand it over to the un pitying logic of events. I believe they will not shrink from this solemn responsibility, and that while holding fast their faith in justice, in the night of the truth, in the certain victory of right or wrong, they will dedicate their lives anew to the grand tasks appointed for them as the servants of their kind.

These are my honest views. I am a native of your county and known to many of you. If I am your choice for Commonwealth's Attorney I will vindicate the law. I am your ob't. servant.

WM. A. ORR,  
Jonesville, Lee county, Va.



To the Rural Library  
 23.50  
 43.53  
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 \$97.03  
 Given to Martin Pope  
 74.03  
 37.31  
 111.94  
 363.64  
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R. A. AYERS.

W. A. ORR.

AYERS & ORR,  
Attorneys at Law,

*Will practice in Lee and ad-  
joining counties in Virginia.  
Special attention given to all  
business entrusted to their  
care.*

*Gainesville, Va., 187*

*Proven along  
when needed.*

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# The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

WE COMMAND YOU TO SUMMON

*Hiram C. Newman, Mr. A. On Trustee &c*  
*Patrick Hagan Trustee, Mr. B. D. Lane Trustee &c, A. L. Pridmore*  
*Trustee, John W. Johnson Sur of himself & D. C. Campbell, and*  
*unknown, R. M. Bales Sur, &c for the use of Catharine C. Boring*  
*J. H. Penn, B. F. Shultz, &c, Thos. J. Brown, &c, Pres. Dickinson Chas. J.*  
*McClung, Frank W. McClung, James O. Carver, Matthew M. Clug Robert*  
*W. Rhea & Jacob L. Thomas, merchants & partners doing business under*  
*the firm name & style of Roscoe McClung & Co. Mr. J. Martin, G. L. Hamblen*  
*Surv of the Estate of Mrs. S. Ely decd, A. R. Luffey, and Patrick Hagan in his own right.*

To appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the Clerk's Office at

Rules next, to answer a bill in Chancery, exhibited in our said Court against

*July*  
*them by Reese D. Flannery*

And have then there this writ. WITNESS, James W. Orr, Clerk of our said Court, at the Court-House, this 23<sup>rd</sup>

day of

*May*

, 1878, in the 10<sup>th</sup> year of the Commonwealth.

*J. W. Orr* (CLERK.)



Reese & Co. <sup>on</sup>

38 3/4 Span. Chy.

Wiram C. Wilmamoc

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July Rules 1878.

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Executed on all except  
the non-accident sept.

Thos. S. Ely S. L. Co.



The Commonwealth of Virginia :

To the Sheriff of Lee

County---Greeting :

We command you to summon *Hiram L. Wierman*

to appear at the clerk's office of the <sup>circuit</sup> county court of Lee, at the court-house, on the first Monday  
in *November* next, being Rule day, to answer a bill in  
chancery, exhibited in our said court against *him* by *Charles L. Hamblen*  
*Adm. &c.*

and unless *he* shall answer the said bill within one month thereafter, the same will be  
taken for confessed, and the said court will decree accordingly. And have then this writ. Witness  
JAS. W. ORR, Clerk of our said court, at the court-house, the *18th* day of  
*October* 187*3*, in the year of the Commonwealth.

*James W. Orr clerk*



C. L. Hamilton Esq.

25 State Chancery

H. C. Newman

---

November Rule 1873.

Excuted by delivering  
a true copy of  
the same October  
29 1873

J. A. Woodard D.S.  
for C. L. Hamilton



# The Commonwealth of Virginia,

To the SHERIFF of Lee County---Greeting;

We COMMAND You to Summon

*Nathan C. Wieman*

to appear before the Judge of the Circuit Court of Lee County, at the Court-House, in  
the Clerk's Office, at *free* Rules next, to answer a bill in Chancery,

exhibited in our said Court, against *by John W. Johnston Suror*  
*of himself and Joseph L. Campbell*

And have then there this writ. Witness, James W. Orr, Clerk of our said Court, at  
the Court-House, this *10<sup>th</sup>* day of *May* 1877, in the 10 / year of  
the Commonwealth.

*B. H. Orr Jr* D. Clerk.



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John

John W. Johnston Secy

vs { Sha. in Chy.

Hiram C. Wieman

July Rules 1877

Exhibit

Thos S. Eggle



THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY--GREETING:

WE COMMAND YOU TO SUMMON *James W. Orr*

To appear before the Judge of our *County* Court of Lee County, at the Court House, in the Clerk's Office, at Rules to be holden for said Court, on the first Monday in *June* next, to answer a bill in Chancery, exhibited in our said Court against *him* by *William B. Harrison*  
*Esq.*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court House, this *27* day of *June* 187*7* in the *734* year of the Commonwealth.

*James W. Orr*, Clerk.



Catherine Cowing

1117 1/2 W. 1st St. N. Y. C.

Spokane, Idaho

June 1880

Dear Sir

I have the pleasure  
to acknowledge the receipt  
of your letter of the 10th inst.

and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,  
Your obedient servant,  
Catherine Cowing



## I Heroby Certify

That, a Chancery Order in the Circuit Court of  
Lee County, of which the annexed is a copy,  
was printed four successive weeks in the "Lee County  
Sentinel," a weekly newspaper published in the town of  
Jonesville, County of Lee, State of Virginia. Publication  
ending this, 20 day of June 1878.

*Charles McLaughly.*

Publisher "Sentinel."

**V**IRGINIA:—In the Clerk's office of the  
Circuit court of Lee county, on the 27th  
day of May 1878.

Reese D. Flanery,

Plaintiff.

against  
H. C. Wierman and others.

Defendants.

### IN CHANCERY.

The object of this suit is to obtain a decree  
to ascertain the liens against the defendant H.  
C. Wierman's real estate, prior to the plain-  
tiffs, and sell the said real estate, subject to  
the liens thereon. And it appearing from an  
affidavit filed in the cause, that the defen-  
dants, M. B. D. Lane, T. H. Penn, B. F.  
Shultz, Perez, Dickinson, Charles J. McClung,  
Frank H. McClung, James D. Cowan, Mat-  
thew McClung, Robert M. Rea and Jacob L.  
Thomas are non-residents of the State of Vir-  
ginia. It is therefore ordered that they ap-  
pear here within one month after due publi-  
cation of this order, and do what is necessary  
to protect their interests in this suit.

A copy Teste—JAMES W. ORR, Clerk.  
may 31st. 4w g5.



Publisher's Certificate.

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CASE OF

Russ D Flannery

vs.

H. C. Warran et al

in Chancery.

---

P. Q.



Standing No. 286

-IN-

# LEE CIRCUIT COURT.

Pl'ffs ATTY.	Def'ts ATTY.
<u>W. P.</u>	<u>W. P.</u>
vs. <u>Bill in</u>	
<u>Chancery</u>	
<u>H. C. Nierman</u>	
Pl'ffs costs.	Def'ts costs.
\$ .....	\$ .....
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Total \$	\$

Reference Docket. /... Page 20 Line 27

1st calling ..... Term 188

Decided March Term 1884



286